

Exhibit D

Morgan Lewis

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October 31, 2019

Keith L. Altman
Excolo Law, PLLC
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Re: Various JPay Customers in the MDOC System

Dear Keith:

I write in response to your September 20, 2019 letter, in which you seek concurrence to resolve claims brought by nineteen prospective claimants "in the same manner as [Temujin] Kensu's claim." We do not agree to your request.

If the nineteen prospective claimants identified in your September 20, 2019 letter wish to bring claims against JPay Inc., they must do so in accordance with the most recent Terms of Service and Warranty Policy ("Terms") to which each prospective claimant has agreed. I have enclosed the operative terms for your reference.

Please note that pursuant to section 9(b) of the Terms, prospective claimants are required to seek informal dispute resolution in accordance with the Terms prior to initiating an arbitration. JPay is not currently aware of any of the nineteen claimants having satisfied this requirement. Additionally, please note that the Terms provide for arbitration by the American Arbitration Association pursuant to its Consumer Arbitration Rules, but do not provide for a three-arbitrator panel.

Sincerely,



Beth Herrington

EBH

cc: Benjamin W. Jeffers

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